

## MEDIATED SETTLEMENT AGREEMENT

This binding Settlement Agreement is entered into by and between Richland School District (School District) and Dr. Nicole MacTavish (Dr. MacTavish). Dr. MacTavish is currently employed by the School District as Deputy Superintendent. On March 27, 2018 (sic) the School District and Dr. MacTavish entered into a contract for her to serve as the School District's Superintendent for a three year period, commencing on July 1, 2019 and continuing through June 30, 2022. However, the School Board deems it in the best interests of the School District to maintain Dr. Schulte, the current Superintendent, as Superintendent because of his many years of experience and in light of the significant budgetary, labor, and instructional challenges facing the School District.

In consideration of Dr. MacTavish agreeing to vacate her Superintendent contract, the parties hereby agree as follows:

1. Dr. MacTavish hereby resigns her position from employment as Deputy Superintendent with the School District effective June 30, 2019. Dr. MacTavish also immediately vacates her contract as Superintendent, and relinquishes all rights thereunder. This vacation and relinquishment of Superintendent contract shall be binding and enforceable as of the date of execution of this Agreement.
2. Dr. MacTavish will assume the position of Deputy Superintendent for Operations of Richland School District for the 2019-2020 school year. Dr. MacTavish will report directly to the Superintendent. In this role, Dr. MacTavish will work under the direction and mentorship of the Superintendent to further refine her budgeting expertise, gain valuable facilities and construction experience, and work extensively on reviewing and revising School District policies and procedures. Dr. MacTavish will also serve as the district liaison with the Boys and Girls Clubs of Benton and Franklin Counties in developing their strategic plans to implement services to serve children from low socio-economic situations within the Richland School District. Dr. MacTavish will also provide assistance to the Career and Technical Education Director in evaluating and improving the district's CTE program.
3. Dr. MacTavish's position as Deputy Superintendent of Operations will be at the salary of \$186,000, with benefits commensurate with other cabinet level administrators, with the exception of vacation benefits. Dr. MacTavish will receive 40 vacation days in her position as Deputy Superintendent for 2019-2020 contract term, with a maximum of 10 of these vacation days available for buy-out at the end of her contract year. The term of Dr. MacTavish's position as Deputy Superintendent of Operations will be a maximum term of one year, running from July 1, 2019 to June 30, 2020. Dr. MacTavish resigns from all employment with the School District as of June 30, 2020.
4. In exchange for Dr. MacTavish vacating her Superintendent contract, the School District agrees to a lump sum payment to Dr. MacTavish of \$62,000, minus normal payroll deductions, and said payment shall be run through payroll. Said payment will be made within 30 days of execution of this agreement.
5. Dr. MacTavish will put forth her best efforts to obtain gainful employment upon leaving the school district on June 30, 2020. In consideration of the mutual promises contained

herein, the school district agrees to pay Dr. MacTavish the difference between her earnable compensation in any new position for the 2020-2021 and 2021-2022 school year, respectively (running from July 1 to June 30) and an amount of \$250,000, the differential not to exceed \$150,000 per year. These payments will be deemed as 1099 severance payments. By way of example, if Dr. MacTavish obtains new employment for the 2020-2021 school year at an earned compensation rate of \$200,000, the district will make a payment to Dr. MacTavish on or before August 1, 2020 in an amount of \$50,000. If Dr. MacTavish obtains other new employment for this term in an amount of \$250,000 or more, the school district will not be responsible to make any payment to Dr. MacTavish. In the event Dr. MacTavish is unable to find, or continue her employment during the 2020-2021 or 2021-2022 school years, despite putting forth her best efforts at finding a cabinet level position, the School District agrees to pay Dr. MacTavish a lump sum of \$200,000 per year.

6. The parties understand that Dr. MacTavish is currently applying for attractive cabinet level school district positions outside of the Richland School District. If Dr. MacTavish obtains either of these two positions or another desirable position for the 2019-2020 school year, the payments and provisions regarding the 2019-2020 school year shall be altered such that the school district will make a lump sum payment to Dr. MacTavish reflecting the difference from the earnable compensation in her new position for the 2019-2020 school year and an amount of \$258,000. By way of example, if Dr. MacTavish obtains other employment for 2019-2020 school year which includes earnable compensation in the amount of \$200,000, the school district will be responsible for paying Dr. MacTavish a sum of \$58,000 within 30 days of being informed, in writing, of her new position and contract terms. The obligations stated in paragraph 5 herein above for the 2020-2021 and the 2021-2022 school years shall remain..
7. The district agrees to pay Dr. MacTavish's reasonable attorney fees as of the execution of this agreement. In addition, the district will reimburse Dr. MacTavish for reasonable moving expenses in an amount not to exceed \$15,000 should she move out of the area. This payment will be made within 30 days of verification from Dr. MacTavish.
8. In consideration of mutual agreements provided herein, and in full accord, satisfaction and settlement of any claims arising from employment, Dr. MacTavish, individually and on behalf of her marital community, heirs and successors, hereby releases, acquits, and forever discharges the District, the Board of Directors, and/or District agents or Employees of and from any and all actions, causes of action, claims, charges, grievances, demands, damages, losses, known or unknown, on account of or arising in any way out of the employment relationship between Dr. MacTavish and the District, including, without limitation, any and all claims for lost compensation, loss of earning capacity, discrimination, damage or injury to reputation, and/or physical or mental pain and suffering. Dr. MacTavish does further waive any and all rights she may otherwise have had under any state or federal law or statute to commence civil action in state or federal court and/or administrative agencies against the District, the Board of Directors, and/or the District's Employees or agents on account of or arising in any way out of the Dr. MacTavish's employment relationship with the District.

9. The Board, Dr. Schulte and Dr. MacTavish agree that media communication on this agreement will be mutually developed, and neither party shall make unilateral announcements.
10. Because of the timing of the issues giving rise to this dispute, no evaluation will be performed regarding Dr. MacTavish for the 2018-2019 school year. The evaluation performed by the District for the 2019-2020 school year shall be subject to conditions of good faith and shall be reviewable by the mediator David Thorner in a binding arbitration in accordance with paragraph 12.
11. All parties received competent legal representation. Dr. MacTavish, represented by Tyler Firkins and the School District, represented by Greg Stevens, represent that they understand all of this Agreement, its provisions, and that they knowingly and voluntarily assent to its terms.
12. Any disputes as to or arising from this Agreement shall be resolved by David A. Thorner, as the final and binding arbitrator. The arbitrators fees shall be paid by the District.
13. This Agreement constitutes the complete agreement between the School District and Dr. MacTavish. There are no separate oral understandings, promises or representations.
14. Both parties wish to express their appreciation for the other party's willingness and sincerity in working through their differences for the benefit of the students and patrons of the Richland School District. The School District is highly appreciative of the efforts and actions Dr. MacTavish has taken on behalf of its patron and students and looks forward to working with her during the 2019-2020 school year.
15. This agreement may be executed in counterparts and shall have the same binding effect.

DATED this 20 day of June, 2019.

RICHLAND SCHOOL DISTRICT NO. 400

  
DR. NICOLE MACTAVISH

  
DR. RICK SCHULTE